

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

AGREEMENT NO. _____

THIS AGREEMENT, entered into this 28th day of July, _____
1977, pursuant to Arizona Revised Statutes, Section 11-952 through
_____, by and between the STATE OF ARIZONA, acting by and through
the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE",
and the CITY OF FLAGSTAFF, a Municipal Corporation, hereinafter called
"CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes,
Section 28-108, to enter into this Agreement, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes,
Section 9-672, to enter into this Agreement, and

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA
and the CITY OF FLAGSTAFF to enter into an Agreement covering the
improvement of US 66 from and including it's junction with US 89A,
north to the Railroad Underpass, the existing drainage system, and the
rehabilitation of existing utilities.

NOW THEREFORE, in consideration of the mutual covenants herein-
after to be kept by all parties, it is mutually agreed as follows:

1. That the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION and its CONTRACTORS, shall reconstruct that
portion of US 66, shall construct new storm drains, and shall remove,
reconstruct or relocate existing utilities according to the utility
rehabilitation plans of the CITY.
2. That the CITY shall design and furnish plans of the proposed
utility rehabilitation for approval by the STATE, and that the CITY,
acting by and through its agents, shall, after completion of the work,
reimburse the STATE for the full amount of the actual cost of the removal,
relocation, and reconstruction of the utilities. The cost will be based
on the actual amount of work done and the number of items in place, at
the contract unit cost, which he was required to perform, to complete
the work. Unforeseen work which may be encountered during removal, relocation
and reconstruction of the CITY utilities will be paid for by the CITY as
Force Account Work.

3. The CITY hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the CITY, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the CITY assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

4. The CITY shall retain project and cost records for a period of three (3) years after payment of final voucher, subject to audit by the State of Arizona.

5. This agreement shall remain in force until the work herein embraced has been completed in accordance with the terms of the agreement.

6. This contractual agreement shall be filed with the Secretary of State and shall become effective upon filing.

7. Attached hereto is an authenticated copy of the resolution of the STATE, authorizing the STATE to enter into this agreement, and also attached hereto is an authenticated copy of the resolution of the CITY COUNCIL authorizing said CITY to enter into this agreement and a copy of the written determination of the city attorney that this agreement is in proper form and within the powers and authority granted to the CITY under the laws of this State.

IN WITNESS WHEREOF, the parties have executed this agreement,
the day and year first written above.

ATTEST:

CITY OF FLAGSTAFF, a
Municipal Corporation

Linda Butler

Robert L. Moody


STATE OF ARIZONA, Acting by and
through its Department of Trans-
portation

By: J. B. Mery
Chief Deputy State Engineer

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the foregoing is a full, true and correct copy of an extract of the Minutes of the Flagstaff City Council Meeting, held May 3, 1977.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the Official Seal of the City of Flagstaff this 17th day of May, 1977.


CITY CLERK

(SEAL)

RESOLUTION

Be it resolved on this date July 7, 1977 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Flagstaff, enter into an agreement covering the improvement of U.S. 66 from and including its junction with U.S. 89A, north to the Railroad Underpass, the existing drainage system and the rehabilitation of existing utilities.

W. A. Ordway
for _____
W. A. ORDWAY, Director
Arizona Department of Transportation



OFFICE OF THE
Attorney General

BRUCE E. BABBITT
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 77-323 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DATED this 30th day of June, 19 77.

BRUCE E. BABBITT
The Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General

10 3753
FILED WITH
Date Filed <u>8-1-77</u>
<i>Stanley R. ...</i> Secretary of State

CITY OF FLAGSTAFF

MINUTES 5/3/77

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REQUESTS FOR PAYMENT:

The following requests for payment were presented:

Flagstaff Symphony	\$ 400.00
Tickets	
J. Barry Moffitt	8.44
Adult Center	
Moss-Weber	52,850.00
Remove and replace pumps in Woody Mountain	
Wells Nos. 2 and 5	\$11,607.50
Woody Mountain Well No. 4	41,242.50

A motion was made by Councilman Hughes and seconded by Councilman Ebbitt that the requests for payment be approved. The motion unanimously carried.

Request for Authorization to Execute an Intergovernmental Agreement with the State of Arizona for Rehabilitation of a Water and Sewer Line in Milton Road:

A proposed agreement between the City of Flagstaff and the Arizona Department of Transportation was presented, which would allow the City to do rehabilitation work on utility lines currently existing in Milton Road. This work must be done prior to the rehabilitation of the highway by the Department of Transportation.

A question was raised about review of the proposed agreement by the Attorney General's office. The City Attorney advised that the Legislature is presently considering an amendment sponsored by the Attorney General's office that would eliminate the necessity of review of intergovernmental agreements in the State of Arizona. However, even if the amendment is passed, it would not take effect until the first of next year. The present law requires such review, and the City Attorney felt any agreement relating to this matter on Milton Road should follow the mandates of current law and be sent to the Attorney General for review, even though it may not be reviewed within the period of time while this is still a viable law.

The City Manager suggested that the Mayor be authorized to execute the agreement, and if the Attorney General finds fault with that agreement, the Council could review it.

Councilman Hannah moved to authorize the Mayor to execute the agreement with the Arizona Department of Transportation on behalf of the City. Councilman Little seconded the motion.

Councilman Babbitt felt this is one of the best examples of governmental bodies working together that he has seen.

The motion unanimously carried.

Request for Immediate Disposal of Two City-Owned Lots in University Heights Unit I Subdivision:

Mayor Moody moved that the Finance Director be authorized to call for bids for the disposal of two lots in University Heights Subdivision. The motion was seconded by Councilman Hannah, which unanimously carried.